Norton, Arpert, Sheehy & Higgins, P.C.
PNC Bank Building
One Garret Mountain Plaza (5th Floor)
West Paterson, NJ 07424-3396
(973) 881-1101
Attorneys for Defendants
By: Douglas E. Arpert (DA-8774)

LUCIANA BAKER, Plaintiff, vs. THE HARTFORD LIFE INSURANCE COMPANY and BLOOMBERG, LP – NEW YORK, ADMINISTRATOR OF THE BLOOMBERG LP LONG-TERM DISABILITY PLAN, Defendants.	UNITED STATES DISTRICT COURT DISTRICT OF NEW JERSEY Civil Action No. 08-6382 (FLW-JJH) Civil Action **ANSWER**

Defendants Hartford Life Group Insurance Company, incorrectly pled as The Hartford Life Insurance Company (hereinafter "Hartford Life") and Bloomberg, LP – New York, Administrator of the Bloomberg LP Long Term Disability Plan, by way of Answer to plaintiff's Complaint, state:

1. Defendants deny the allegations contained in paragraph 1.

AS TO JURISDICTION AND VENUE

2. Defendants admit the allegations contained in paragraph 2.

3. Defendants admit the allegations contained in paragraph 3.

AS TO PARTIES

4. Upon information and belief, defendants admit the allegations contained in paragraph 4.

5. Defendant Hartford Life denies the allegations contained in paragraph 5.

6. As to the allegations contained in paragraph 6, defendants admit that plaintiff was a participant in the group benefit plan established by his employer which plan was administered by Hartford Life.

7. Defendants admit the allegations contained in paragraph 7.

8. As to the allegations contained in paragraph 8, defendants admit that Hartford Life issued Group Policy No. 83171440 to Bloomberg, L.P.

AS TO FACTUAL BACKGROUND

9. As to the allegations contained in paragraph 9, defendants state that the terms and conditions of the subject benefit plan should speak for themselves.

10. As to the allegations contained in paragraph 10, defendants state that the terms and conditions of the subject benefit plan should speak for themselves.

11. As to the allegations contained in paragraph 11, defendants state that the terms and conditions of the subject benefit plan should speak for themselves.

12. Defendants currently lack sufficient knowledge and information to form a belief as to the truth of the allegations contained in paragraph 12 except to the extent that such facts are contained within the materials that comprise the administrative record of plaintiff's claim.

13. Defendants currently lack sufficient knowledge and information to form a belief as to the truth of the allegations contained in paragraph 13 except to the extent that such facts are contained within the materials that comprise the administrative record of plaintiff's claim.

14. Defendants currently lack sufficient knowledge and information to form a belief as to the truth of the allegations contained in paragraph 14 except to the extent that such facts are contained within the materials that comprise the administrative record of plaintiff's claim.

15. Defendants deny the allegations contained in paragraph 15.

16. Defendants currently lack sufficient knowledge and information to form a belief as to the truth of the allegations contained in paragraph 16 except to the extent that such facts are contained within the materials that comprise the administrative record of plaintiff's claim.

17. There is no paragraph no. 17 in plaintiff's Complaint.

18. Defendants currently lack sufficient knowledge and information to form a belief as to the truth of the allegations contained in paragraph 18 except to the extent that such facts are contained within the materials that comprise the administrative record of plaintiff's claim.

19. Defendants deny the allegations contained in paragraph 19.

20. Defendants admit the allegations contained in paragraph 20.

21. As to the allegations contained in paragraph 21, defendants state that the contents of plaintiff's initial claim should speak for themselves.

22. As to the allegations contained in paragraph 22, defendants state that the contents of plaintiff's initial claim, to the extent it is contained within the materials that comprise the administrative record of plaintiff's claim, should speak for themselves.

23. As to the allegations contained in paragraph 23, defendants state that the contents of the "Physical Demands Analysis", to the extent it is contained within the materials that comprise the administrative record of plaintiff's claim, should speak for themselves.

24. As to the allegations contained in paragraph 24, defendants state that the contents of Dr. Cook's report, to the extent it is contained within the materials that comprise the administrative record of plaintiff's claim, should speak for themselves.

25. As to the allegations contained in paragraph 25, defendants state the contents of Hartford Life's letter, to the extent it is contained within the materials that comprise the administrative record of plaintiff's claim, should speak for themselves.

26. As to the allegations contained in paragraph 26, defendants state the contents of Dr. Cook's report, to the extent it is contained within the materials that comprise the administrative record of plaintiff's claim, should speak for themselves.

27. As to the allegations contained in paragraph 27, defendants state the contents of Hartford's Life letter, to the extent it is contained within the materials that comprise the administrative record of plaintiff's claim, should speak for themselves.

28. Defendants admit the allegations contained in paragraph 28.

29. As to the allegations contained in paragraph 29, defendants state the contents of Dr. Hsueh's letter, to the extent it is contained within the materials that comprise the administrative record of plaintiff's claim, should speak for themselves.

30. As to the allegations contained in paragraph 30, defendants state the contents of Dr. Hsueh's letter, to the extent it is contained within the materials that comprise the administrative record of plaintiff's claim, should speak for themselves.

31. As to the allegations contained in paragraph 31, defendants state the contents of Dr. Keyan's report, to the extent it is contained within the materials that comprise the administrative record of plaintiff's claim, should speak for themselves.

32. As to the allegations contained in paragraph 32, defendants state the contents of Dr. Ma's report, to the extent it is contained within the materials that comprise the administrative record of plaintiff's claim, should speak for themselves.

33. As to the allegations contained in paragraph 33, defendants state the contents of Dr. Ma's report, to the extent it is contained within the materials that comprise the administrative record of plaintiff's claim, should speak for themselves.

34. As to the allegations contained in paragraph 34, defendants state the contents of the report of Princeton and Rutgers Neurology PA, to the extent it is contained within the materials that comprise the administrative record of plaintiff's claim, should speak for themselves.

35. As to the allegations contained in paragraph 35, defendants state the contents of Dr. Deshevsky's letter, to the extent it is contained within the materials that comprise the administrative record of plaintiff's claim, should speak for themselves.

36. As to the allegations contained in paragraph 36, defendants state the contents of Dr. Deshevsky's letter, to the extent it is contained within the materials that comprise the administrative record of plaintiff's claim, should speak for themselves.

37. As to the allegations contained in paragraph 37, defendants state the contents of plaintiff's submissions, to the extent it is contained within the materials that comprise the administrative record of plaintiff's claim, should speak for themselves.

38. As to the allegations contained in paragraph 38, defendants state the contents of plaintiff's submissions, to the extent it is contained within the materials that comprise the administrative record of plaintiff's claim, should speak for themselves.

39. As to the allegations contained in paragraph 39, defendants state the contents of plaintiff's submissions, to the extent it is contained within the materials that comprise the administrative record of plaintiff's claim, should speak for themselves.

40. As to the allegations contained in paragraph 40, defendants state the contents of plaintiff's submissions, to the extent it is contained within the materials that comprise the administrative record of plaintiff's claim, should speak for themselves.

41. As to the allegations contained in paragraph 41, defendants state the contents of plaintiff's submissions, to the extent it is contained within the materials that comprise the administrative record of plaintiff's claim, should speak for themselves.

42. As to the allegations contained in paragraph 42, defendants state the contents of plaintiff's submissions, to the extent it is contained within the materials that comprise the administrative record of plaintiff's claim, should speak for themselves.

43. As to the allegations contained in paragraph 43, defendants state the contents of plaintiff's submissions, to the extent it is contained within the materials that comprise the administrative record of plaintiff's claim, should speak for themselves.

44. Defendants deny the allegations contained in paragraph 44 except to the extent that such reports are within the materials that comprise the administrative record of plaintiff's claim.

45. As to the allegations contained in paragraph 45, defendants state the contents of plaintiff's submissions, to the extent it is contained within the materials that comprise the administrative record of plaintiff's claim, should speak for themselves.

46. As to the allegations contained in paragraph 46, defendants state the contents of plaintiff's submissions, to the extent it is contained within the materials that comprise the administrative record of plaintiff's claim, should speak for themselves.

47. Defendants admit the allegations contained in paragraph 47.

48. As to the allegations contained in paragraph 48, defendants state that the contents of Hartford's letter should speak for themselves.

49. As to the allegations contained in paragraph 48, defendants state that the contents of Hartford's letter should speak for themselves.

50. Defendants deny the allegations contained in paragraph 50.

51. Defendants deny the allegations contained in paragraph 51.

52. Defendants deny the allegations contained in paragraph 52.

53. Defendants deny the allegations contained in paragraph 53.

54. Defendants deny the allegations contained in paragraph 54.

55. Defendants deny the allegations contained in paragraph 55.

56. Defendants deny the allegations contained in paragraph 56.

57. Defendants deny the allegations contained in paragraph 57.

58. Defendants deny the allegations contained in paragraph 58.

59. Defendants deny the allegations contained in paragraph 59.

60. Defendants currently lack sufficient knowledge and information to form a belief as to the truth of the allegations contained in paragraph 60, except to the extent that such facts are within the materials that comprise the administrative record of plaintiff's claim and/or appeal.

61. Defendants currently lack sufficient knowledge and information to form a belief as to the truth of the allegations contained in paragraph 61, except to the extent that such facts are within the materials that comprise the administrative record of plaintiff's claim and/or appeal.

62. Defendants currently lack sufficient knowledge and information to form a belief as to the truth of the allegations contained in paragraph 62, except to the extent that such facts are within the materials that comprise the administrative record of plaintiff's claim and/or appeal.

AS TO THE FIRST COUNT

63. Defendants deny the allegations contained in paragraph 63.

64. Defendants deny the allegations contained in paragraph 64.

65. Defendants deny the allegations contained in paragraph 65.

66. Defendants deny the allegations contained in paragraph 66.

67. Defendants deny the allegations contained in paragraph 67.

68. Defendants deny the allegations contained in paragraph 68.

WHEREFORE, Defendants demand judgment in their favor dismissing plaintiff's Complaint with prejudice and costs of suit.

AFFIRMATIVE DEFENSES

1. Plaintiff's Complaint fails to state a claim upon which relief can be granted against defendants.

2. Plaintiff's Complaint is barred by the terms and conditions of the subject benefit plan.

3. Plaintiff's Complaint is barred by the provisions of the Employee Retirement Income Security Act, 28 U.S.C. § 1001, et seq.

4. Defendants acted properly and within their discretionary authority in the administration of the subject benefit plan and have fully performed all duties and obligations under the terms of the plan.

5. Plaintiff's Complaint is barred, in whole or in part, by reason of Hartford Life's right to setoff, recoupment and/or other limitations contained in the subject benefit plan.

6. The denial of Plaintiff's claims was not arbitrary and capricious.

7. Plaintiff is not entitled to compensatory or consequential damages as defendants acted in accordance with the terms and conditions of the subject benefit plan.

WHEREFORE, Defendants demand judgment in their favor dismissing plaintiff's Complaint with prejudice and costs of suit.

NORTON, ARPERT, SHEEHY & HIGGINS, P.C.
Attorneys for Defendants

s/Douglas E. Arpert
By:______________________________________
DOUGLAS E. ARPERT

DATED: February 10, 2009